

# Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director  
Patrick T. Simpson, Deputy Director



237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-4800  
(505) 827-4824 (fax)

## **New Mexico Language Access Advisory Committee AGENDA**

Friday, March 8, 2013: 9:00 a.m. – Noon  
Hearing Room 510, Second Judicial District Court  
400 Lomas, Albuquerque

The meeting will be video-conferenced from Hearing Room 510, Second Judicial District Court, Albuquerque; Doña Magistrate Court small conference room; and JID Conference A in Santa Fe. Please contact [aocpjs@nmcourts.gov](mailto:aocpjs@nmcourts.gov) for directions to any of these sites.

Teleconferencing available at: 1-888-757-2790, passcode 573116

1. Introductions & Welcome
2. Approval of Agenda
3. Approval of January 11, 2013 Meeting Minutes - see attachment

### UNFINISHED BUSINESS

4. Performance Evaluations Proposal – see attachment

### NEW BUSINESS

5. Recommended Changes to Certification Testing Policy – see attachment
6. NM Language Access Summit – Fall 2013
7. Interpreter Agreement – Appoint Work Group - see attachment

### REPORTS & UPDATES

8. Update on NMCLA and on SJI Grant – *Ensuring Language Access Outside the Courtroom*
9. Pilot Testing Two Interpreter Scheduling Software Options

10. Working with Interpreters- Bench Card for Judges

11. Post-Certification Training Seminar: Introduction to Interpreting in NM State Courts, March 29, 2013

12. 2013 NM Interpreters Conference

NEXT MEETING: Friday, May 10th 9:00 a.m. – Noon

All 2013 Meetings will be held in Hearing Room 510 and available by video conference from selected locations.

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## New Mexico Language Access Advisory Committee MINUTES

Friday, January 11, 2013

### Members Present

Weldon Neff, Chair  
Justice Edward Chávez  
Judge Nan Nash  
Alex Araiza  
Amy Lovekin  
Andrea Cutter  
Arthur Pepin  
Barbara Creel  
Barbara Shaffer  
Blanche Raymond  
Catalina Ybarra  
Lisa Dignan  
Magdalena Giron  
Renee Valdez

### Members Absent

Rosa Lopez-Gaston

### AOC Staff

Pamela Sánchez

### Guests

Aimee Rivera  
Anabel Vela  
Lisa O'Grady  
Pip Lustgarten

### 1. Introductions & Welcome

Chair, Weldon Neff, called the meeting to order at approximately 9:15 a.m. He welcomed the new members and briefly described the new member orientation, held on January 10<sup>th</sup>. Following introductions, a quorum was established.

### 2. The agenda was approved by consensus.

### 3. The meeting minutes of November 9, 2012 were approved by consensus.

### 4. Cancellation Policy Recommendation

Members reviewed the most recent draft of cancellation policy recommendations as considered by the committee on November 9<sup>th</sup>. Pam Sánchez reported, in response to a question from the committee, that AOC General Counsel did not see any legal problem with differences in payment policies between signed and spoken language interpreters. She also shared two additional questions recently raised by interpreters: 1) reimbursement for travel time when a day has been set aside for travel to a distant court and the assignment is cancelled with less than 24

hours notice; and 2) cancellation guarantees when court is cancelled due to weather. These were added to the prior questions of the legitimacy of having more lucrative cancellation policies for signed language interpreters and the challenges of tracking "double dipping," i.e., interpreters under a guarantee taking another job and, in effect, being paid twice during the same time period.

After extensive discussion the following actions were taken:

Moved by Barbara Creel and seconded by Nan Nash:

*For assignments of eight hours or less, which are cancelled with less than 24 hours notice, the interpreter will be paid for all scheduled hours, but in no case for less than two hours, while remaining available for other assignments **or** the interpreter may decline the guaranteed pay and be released from their obligations to the court.*

Voting in favor: Giron, Creel, Lovekin, Ybarra, Valdez, Nash, and Shaffer;

Voting against: Dignan, Cutter, and Araiza;

Abstaining: Raymond, Chavez.

The motion passed.

Moved by Justice Chavez and seconded by Magdalena Giron:

*For multiple day assignments cancelled or terminated with less than 24 hours notice (excluding weekends and legal holidays), interpreters will be paid for 16 hours or time worked plus 16 hours, if the proceeding is terminated after it has begun but before the scheduled time, not to exceed the total hours scheduled. Interpreters must remain available to the court at which the assignment was originally scheduled unless released by the primary court contact. If released the interpreter must notify the AOC of their availability during the period of guaranteed pay or decline the guaranteed pay and be released from their obligation to the court.*

Voting in favor: Chavez, Cutter, Dignan, Nash, Creel, Giron, Valdez, Ybarra, Shaffer, Raymond, Araiza;

Voting against: None;

Abstaining: Lovekin.

The motion passed.

PLEASE NOTE: See attachment for amended motions which were passed unanimously via e-mail vote following the meeting and which were forwarded to the AOC Director, Arthur Pepin.

5. Interpreter Performance Evaluations Proposal was tabled to the March meeting.
6. Non-English Speaking Juror Standards of Practice Work Group:

Moved by Barb Shaffer and seconded by Lisa Dignan:

*That the following individuals be appointed to the NES Juror Standards of Practice Work Group: Sandra Caldwell, Rosa Lopez-Gaston, Isabel McSpadden, Barbara Shaffer, Judge Nan Nash, and Catalina Ybarra.*

The motion passed unanimously.

Pam Sánchez will provide staff support and convene the work group.

7. Tracking Interpreter Usage via Odyssey:

Rosa Lopez-Gaston has submitted issues. Pam will follow-up with the contract interpreters and report back on any concerns raised by this group.

8. Recommended Change to Certification Testing Policy – tabled to March meeting.

9. Lisa Dignan presented a slightly revised chart clarifying signed language interpreter certification categories as previously approved by the committee and a complementary narrative explanation of the continuing education requirements. In response to a question as to whether or not the signed language interpreter continuing education policy should remain separate or be integrated into the spoken language interpreter continuing education policy the following action was taken.

Moved by Andrea Cutter and seconded by Barb Shaffer

*The New Mexico AOC will maintain a continuing education policy for spoken language interpreters and a continuing education policy for signed language interpreters, reflecting the differing classifications and certification requirements.*

Motion passed unanimously.

10. Recommendations to the Supreme Court for NM Judicial Translation Project Team membership were approved by consensus. Justice Chavez will make additional recommendations regarding representatives of the ADR Commission. Those to be recommended to the Supreme Court for appointment are:

Judith Finfrock, Katina Watson, Tina Sibbett, Dana Cox, Celia Ludi, Judge Klingman, David Levin, Priscilla Quinones, Reynaldo Garcia, and Crystal Hyer. Pam Sánchez and consultant Pip Lustgarten will provide coordination and staff support for the project team.

11. The meeting was adjourned by Chair at Noon and all remaining agenda items were tabled for the March 8 meeting.

NEXT MEETING: Friday, March 8<sup>th</sup> 9:00 a.m. – Noon  
Please note change in location at the Second Judicial District Court. The meeting is scheduled for the jury room of Judge Nan Nash, Room 602A.



State of New Mexico

**Fleventh Judicial District Court**

103 South Oliver Drive  
Aztec, New Mexico 87410  
Email: [aztdwjn@nmcourts.gov](mailto:aztdwjn@nmcourts.gov)

February 12, 2013

**WELDON J. NEFF**  
COURT EXECUTIVE OFFICER

(505) 334-6151  
Fax: (505) 334-7760

Arthur Pepin  
NM Administrative Office of the Courts  
237 Don Gaspar, Room 25  
Santa Fe, New Mexico 87501

Dear Mr. Pepin:

The Language Access Advisory Committee (LAAC) has spent the last 18 months considering proposed changes to the interpreter cancellation policy. The Legal Task Force of the New Mexico Commission for the Deaf and Hard of Hearing and several spoken language interpreters brought the issue forward in September 2011. Since that time the LAAC has devoted many hours to research on this issue, comparing New Mexico's policy with that of other states, and held work sessions to address this issue, inviting non-members to these sessions to ensure that a variety of perspectives were included.

On behalf of the Language Access Advisory Committee, I am pleased to share its recommended interpreter cancellation policy for AOC approval. The recommended policy provides more detail than the current policy, is more stringent regarding the interpreter's need to be available to the court during periods of guaranteed payment, and standardizes the cancellation policy for signed and spoken language interpreters. I understand this policy recommendation may also require Supreme Court review and approval and ask that you forward it on to the Court should this be appropriate or required.

Should you have any questions regarding these recommendations, please feel free to contact me or Pam Sánchez.

Sincerely,

A handwritten signature in black ink, appearing to read "Weldon J. Neff".

Weldon J. Neff  
LACC Chairman and Court Executive Officer

Enclosure  
Cc: LAAC Members

## **Current Interpreter Cancellation Policy:**

### **II E      Guaranteed Payment Due to Cancellation With Less Than 24 Hours Notice**

The court that schedules an interpreter shall be responsible for notifying the interpreter of trial cancellations, continuances, re-settings or settlements. If the interpreter does not receive notice 24 hours prior to the scheduled assignment that the interpreter's services are no longer required, the interpreter will be entitled to the guaranteed minimum as described above, i.e. for spoken language interpreters - two hours payment if scheduled for a half-day assignment or less and four hours payment if scheduled for a full day; for signed language interpreters – all scheduled hours, excluding the lunch hour on full day assignments.

### **Proposed Cancellation Policy, as approved by the Language Access Advisory Committee, January 2013:**

For assignments of eight hours or less, which are cancelled with less than 24 hours notice, the interpreter will be paid for all scheduled hours, but in no case for less than two hours, while remaining available for other assignments unless released by the primary court contact. For full-day assignments, which are cancelled or end before the scheduled time, the interpreter will be paid for the full eight hours, but must notify the AOC of their availability if released by the court. The interpreter may also choose to decline the guaranteed pay and be released from their obligation to the court.

For multiple day assignments cancelled with less than 24 hours notice (excluding weekends and legal holidays) interpreters will be paid for 16 hours. If a proceeding is terminated after it has begun, but before the time through which the interpreter was scheduled, interpreters will be paid for time worked plus 16 hours, not to exceed the total hours scheduled. Interpreters must remain available to the court at which the assignment was originally scheduled unless released by the primary court contact. If released the interpreter must notify the AOC of their availability during the period of guaranteed pay or decline the guaranteed pay and be released from their obligation to the court.

**Agenda Item 4**  
**3/8/13**

**Possible Procedures for Freelance Interpreter Performance Observations**

1. Conducted once every two years for certified court interpreters and justice system interpreters working at least X # of assignments in NM courts per year (based on prior year data). Based on certified and justice system interpreters in the current directory, this could be 60-80 in a two year period.
2. Conducted by certified court interpreters with a minimum of ten years interpreting experience who have also been responsible for training and/or supervising interpreters or interpreter candidates for a minimum of three years.
3. AOC will contract with two to five observer/evaluators at a rate of \$60.00 per hour for observation and review time and \$30.00 per hour for travel time. Per diem and mileage will also be paid consistent with the Court Interpreter Standards of Practice and Payment Policies.
4. Possible Option for Scheduling
  - a. Each observer/evaluator (O/E) would be scheduled with one District per month or quarter depending on # of evaluators.
  - b. During that month they O/E would check in with the courts in their assigned district (probably by week) regarding which interpreters are scheduled for assignments and when.
  - c. They O/E would plan their schedule on a weekly basis, posting the list of interpreters they plan to review for other evaluators. Completed evaluations (name only) would also be posted, in order to avoid evaluating the same interpreter twice.
  - d. This process would involve frequent coordination between O/E and between the O/Es and the AOC.



# New Mexico Administrative Office of the Courts

## Interpreter Observation

Name of Interpreter being observed \_\_\_\_\_

Date of Observation \_\_\_\_\_

Language Observed \_\_\_\_\_ Name of Judge \_\_\_\_\_

Court \_\_\_\_\_

Case Name \_\_\_\_\_ Case Number \_\_\_\_\_ Case Type \_\_\_\_\_

Observing Interpreter Name: \_\_\_\_\_ E-Mail/Phone: \_\_\_\_\_

### Language proficiency

Was the interpreter easily understandable in both languages?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>						<i>No problems noted</i>		<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Were there any problems with vocabulary, grammar, or rendering of idiomatic speech?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>						<i>No problems noted</i>		<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Notes & Examples:

### Interpreting skills

Was the appropriate mode of interpreting used?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>						<i>No problems noted</i>		<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Could the interpreter keep up without omitting or summarizing what was said?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>						<i>No problems noted</i>		<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Was the register of speech preserved?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>						<i>No problems noted</i>		<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Were names and numbers accurately conserved?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>							<i>No problems noted</i>	<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Notes & Examples:

### Professional Conduct

Were verbal exchanges between the interpreter and the party or witness restricted to interpretation?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>							<i>No problems noted</i>	<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Did the interpreter refrain from giving advice?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>							<i>No problems noted</i>	<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Did the interpreter refrain from adding or modifying anything that was said?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>							<i>No problems noted</i>	<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Did the interpreter refer to herself or himself properly in the third person when addressing the court?

<i>Significant problems</i>		<i>Some problems, but overall did not appear to interfere significantly with communication</i>							<i>No problems noted</i>	<i>Not Observed</i>
1	2	3	4	5	6	7	8	9	10	N/A

Notes & Examples:

### Demeanor and Rapport

Does the interpreter work well with other interpreters? Yes No Not Observed

Does the interpreter work well in a team interpreting environment? Yes No Not Observed

Does the interpreter communicate appropriately with court staff? Yes No Not Observed

Notes & Examples:

**Overall evaluation**

- ☐ Appears to be a skilled interpreter.
- ☐ Appears to be an adequate interpreter, but additional study and practice is indicated. Some caution should be exercised when assigning this interpreter.
- ☐ Problems appear to be severe. AOC's Language Access Services should further evaluate this interpreter's language knowledge and skills with structured testing.

**Additional Observations**

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**Interpreter's Comments**

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Date discussed with interpreter \_\_\_\_\_

Recommended Follow-up: 6 months ☐ 12 months ☐ ASAP ☐

\_\_\_\_\_  
Signature of Interpreter (following discussion)

\_\_\_\_\_  
Signature of Observing Interpreter

Date \_\_\_\_\_

Date \_\_\_\_\_

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## New Mexico Court Interpreter Certification Testing Policies

(As approved by the Court Interpreter Advisory Committee 3/12/10; rev 5/14/2010; rev \_\_\_\_\_)

**Step 1:** All candidates must complete the New Mexico Court Interpreter Orientation and Introduction to the Modes of Interpreting workshop prior to taking the written examination.

**Step 2:** Certification candidates must receive a passing score of 80% on the Consortium Written Exam prior to be invited to sit for the Oral Certification Examinations.

Candidates must wait six months prior to retaking the written examination-version 2 if they fail to pass with a score of 80% or better.

Candidates who pass the Written Examination may move forward to the oral examinations at any time within a three year period. If they do not begin the oral examination process within three years of passing the written exam, they must start the process over beginning with the orientation and modes of interpreting workshops (step 1).

**Note:** Languages With No NCSC Certification Examinations, skip to Addendum 1

**Step 3:** Certification candidates must receive a passing score of 70% on the Simultaneous Examination prior to being invited to sit for the Consecutive and Sight Translation Examinations. If a candidate scores below 70% on the simultaneous exam they must complete at their own expense the NMCLA Skills Building On-Line Workshop prior to registering to retake the simultaneous examination.

Candidates who pass the Simultaneous Examination must sit for the Consecutive and Sight Translation Examinations within twelve months of having the Simultaneous Examination. If they fail to initiate Step 3 of the certification process within twelve months, they will be required to retake the Simultaneous Examination.

Step 4: Certification candidates must receive a passing score of 70% on the Consecutive Interpreting Examination and both sections of the Sight Translation Examination.

Candidates who pass either Sight Translation or Consecutive Interpreting, but not both examinations, which are given together, must retake both Sight Translation and Consecutive.

Step 5: Once having passed all four exams, Steps 2-4, interpreters must comply with the New Mexico Administrative Office of the Courts Post Certification Training, application, and background check requirements prior to being included in the NM Directory of Certified Court Interpreters.

#### Addendum 1:

Candidates who successfully, according to standards set by the New Mexico Court Interpreter Advisory Committee\*, complete the OPI in English and their other language and who have also completed NM Court Interpreter Orientation and passed the Consortium written exam be considered certified by the New Mexico Administrative Office of the Court, be included in the Directory of Certified Court Interpreters, and receive the certified rate of pay.

Standards (approved 9/10/10)

##### Justice System Interpreter Qualification

Individuals testing via the Oral Proficiency Interviews must receive at minimum Advanced High in English and Advanced High in their other language in order to be qualified as Justice System Interpreters by the New Mexico Court Interpreter Program.

##### Court Certification Qualification

Individuals testing via the Oral Proficiency Interviews must receive Superior Scores on both English and their other language in order to have "passed" the examinations at the level required for certification by the New Mexico Court Interpreter Program.

#### Addendum 2:

- Candidates may take the oral examinations twice in a ten-month period, assuming they are taking a different version of the examination. Candidates who fail an examination for which there is no alternate version must wait a full twelve months prior to retaking the oral examination.
- If a candidate scores 65% or better, but fails to pass an oral examination, they may request re-rating of the examination at their expense. The request for re-rating must be made within 30 days of the candidate's receipt of their exam scores.

<b>PROFESSIONAL SERVICE STATEMENT OF WORK PROPOSAL</b>	<b>Administrative Office of the Courts Trenton, New Jersey 08625</b>	<b>PP-1 No.</b>	<b>FISCAL YEAR:</b> 2012
<b>CONTRACTOR NAME and ADDRESS:</b>	<b>CONTRACTOR AGENT:</b>		
	<b>CONTRACTOR PHONE NO:</b>	<b>CONTRACTOR FEDERAL ID NUMBER</b>	
<b>JUDICIARY CONTACT NAME:</b>	<b>JUDICIARY CONTACT PHONE</b>	<b>COST CENTER:</b>	<b>OBJECT CODE:</b>

**I. SPECIFIC SERVICE REQUIREMENTS**

1. See attached.

**II. FEE SCHEDULE**

1. See attached.

**III. TERMS AND CONDITIONS**

1. See attached.

<b>SERVICES EFFECTIVE DATE:</b> July 1, 2011	<b>SERVICES TERMINATION DATE:</b> June 30, 2012	<b>FOR PURCHASING USE ONLY</b>	
<b>CONTRACTOR'S NAME (Please Print):</b>		<b>CONTRACTOR'S SIGNATURE:</b>	<b>DATE SIGNED:</b>
<b>JUDICIARY PROJECT MANAGER NAME (Please Print):</b> Brenda Carrasquillo		<b>JUDICIARY PROJECT MANAGER SIGNATURE:</b>	<b>DATE SIGNED:</b>
<b>PURCHASE &amp; PROPERTY REVIEWER'S NAME (Please Print):</b>		<b>P &amp; P REVIEWER'S SIGNATURE:</b>	<b>DATE SIGNED:</b>

Please sign and return this page only

## **I. Specific Services Requirements**

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### **1. The contractor (hereinafter contract interpreter), per mutual agreement with a Vicinage Coordinator of Interpreting Services (VCIS) or designee, shall:**

- a. Deliver sight, consecutive, and simultaneous interpreting services in whatever languages the contract interpreter is registered to provide while present at proceedings, hearings, and direct service contexts of the Superior Court and its support offices.
- b. Deliver sight and consecutive interpreting services in whatever languages the contract interpreter is registered to provide via telephone either from an office provided by a VCIS when no on-site interpreting is required or from home or own office when not on assignment in Superior Court.
- c. Provide accurate and complete information required for statistical reporting systems, completion of invoices, and ad hoc research projects.
- d. Perform translations of written documents. Translation services shall be paid on an hourly basis calculated by prorating the full-day fee for interpreting services (i.e., full-day fee divided by 7).

### **2. Assignments:**

- a. An **on-site “assignment”** includes interpreting services delivered within one vicinage in any number of courtrooms or other settings and may involve one or more cases. If a contract interpreter arrives ahead of the contracted start time or stays beyond the contracted time, any such additional time does not affect the determination of the unit of time to be paid, except when mutually acceptable to both parties.
- b. A **telephone interpreting “assignment”** starts from the time the contract interpreter was asked to be available and is based on 15-minute intervals after the first thirty minutes. There is no additional compensation when telephone interpreting is rendered while on an on-site assignment.

### **3. Arriving at and departing from assignments:**

The contract interpreter agrees to report to the VCIS or designee office except when instructed by that VCIS or designee to report elsewhere. When the contract interpreter has finished all assignments on a given date, the contract interpreter will report back to that VCIS or designee's office before leaving, unless told otherwise.

## II. Fee Schedule

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### 1. General requirements:

- a. The Judiciary will reimburse the contract interpreter only for services approved in advance by authorized Judiciary staff at rates as shown on the *Rate Sheet*, the last page of this PSSW.
- b. Compensation shall be conditioned upon submission of a valid invoice by the contract interpreter.
- c. No compensation that becomes due under this PSSW shall be made before all services by the contract interpreter have been completed in accordance with the standards set forth in this PSSW.
- d. This contract does not constitute an obligation by the Judiciary to contract for any minimum amount of services.
- e. The contract interpreter must be authorized to work in the United States. *United States citizenship is not required.*
- f. The Judiciary may conduct a background check on the contract interpreter at any time.

### 2. Time for which a contract interpreter may be paid:

- a. **Interpreting time** includes checking in with the VCIS or designee, getting to the site or sites where services will be delivered, waiting for the assignment to begin, and contacting the VCIS or designee in order to check out.
- b. **Preparation time** includes time allocated for a particular case for reading background materials on the case, preparing specialized terminology, and engaging in other essential preparatory tasks. Preparation time does not include time spent scheduling the service. Preparation time will ordinarily be approved only for trials that involve highly specialized and technical testimony. The VCIS or designee and the contract interpreter must agree on a specific amount of preparation time in advance.

### 3. Units of time for which a contract interpreter may be paid:

The contract interpreter agrees to be paid on the basis of assignments at rates per units of time, as shown on the *Rate Sheet* (the last page of this PSSW). Units of time include:

- a. **“Half day,”** is three and a half hours or less within one vicinage, excluding any time that may be attributable to a lunch break or an evening assignment.
- b. **“Full day,”** is more than three and a half hours and equal to or less than seven hours within one vicinage, excluding any time that may be attributable to a lunch break.
- c. **“Premium time,”** is time continuing beyond a “Full day” within one vicinage. An evening assignment will not ordinarily be treated as premium time.

### 4. Adjustments to contracted unit of time:

- a. **When actual interpreting time is less than contracted unit of time**  
If interpreting time is less than the contracted unit of time and the VCIS or designee determines that there is no reasonable probability that other language needs for the contract interpreter will arise (including telephone interpreting), with consent of the VCIS or designee, the contract



## **II. Fee Schedule (continued)**

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interpreter may leave and the Judiciary agrees to pay for the full period of time originally contracted (within the constraints of the cancellation policy).

**b. When actual interpreting time is greater than contracted unit of time**

If interpreting time exceeds the contracted unit of time, the contract interpreter agrees to be compensated as follows:

- i. if contracted for a half day and the contract interpreter works more than a half day, a full day should be paid.
- ii. if contracted for a full day and the contract interpreter works more than a full day, premium time should be paid.

**c. Staying beyond contracted unit of time**

The contract interpreter understands that he or she may not be required to stay beyond the originally contracted unit of time to finish an assignment. It is within the discretion of the contract interpreter to extend an assignment if a Judiciary official so requests.

**d. Leaving without VCIS consent**

If the contract interpreter leaves a site without the advance knowledge and consent of the VCIS or designee, the contract interpreter is not entitled to any compensation beyond the actual amount of time served, regardless of what the original contract may have been. Payment will be determined by prorating the rate for which the contract interpreter is eligible against the actual amount of time served.

**e. Arriving late**

The contract interpreter understands that, should he or she arrive after the agreed-upon start time, payment will be adjusted by prorating the payment to reflect a subtraction of the amount of time lost due to lateness. The contract interpreter agrees further that if such lateness results in that assignment having to be rescheduled to another date and the contract interpreter delivers no interpreting services, there will be no compensation.

## **5. Mileage and overnight lodging:**

**a. Mileage in excess of 60 miles**

The contract interpreter agrees that no mileage will be paid for assignments that involve a roundtrip of 60 miles or less. However, when an assignment requires travel in excess of 60 miles roundtrip from home, the Judiciary agrees to reimburse the contract interpreter for each additional mile beyond 60 miles at a rate in accordance with Judiciary Travel Regulations. To get reimbursed, the contract interpreter will give the VCIS or designee the total number of miles driven for the day.

**b. Overnight lodging**

The Judiciary agrees to reimburse the contract interpreter for overnight lodging and a per diem allowance, per the Judiciary Travel Regulations, when all of the following conditions have been met:

- i. the site of service is over one and one-half hours one way from the interpreter's residence,
- ii. the assignment is for two or more consecutive days, and
- iii. reimbursement has been approved in advance by a VCIS.

**c. Parking**

Parking expenses are not reimbursable, nor are any parking tickets one may receive while on a

## II. Fee Schedule (continued)

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court interpreting assignment. Contract interpreters should park legally for the duration of the assignment and should not expect to be excused to feed a meter or move their car during an assignment.

### 6. Inapplicability of agency rate:

The contract interpreter who also owns an agency or works through one or more agencies but who is contracted directly by the VCIS by virtue of being listed in the *Registry of Interpreting Resources* (*Registry*) agrees to be paid at rates as shown on the *Rate Sheet*. Payment will be made directly to the contract interpreter, not through a third party.

### 7. Multiple Languages and Interpreter Classifications:

The contract interpreter working in more than one language on the same date in the same vicinage will be paid at the higher classification level.

### 8. Requirements for payment:

#### a. W-9 required

The contract interpreter must complete a W-9 form that the Judiciary files with the New Jersey Department of the Treasury. This establishes within the New Jersey Comprehensive Financial System (NJCFS) the capacity to make payments for services rendered. No work may be contracted until a W-9 form has been processed.

#### b. Expiration of W-9 forms

The contract interpreter understands that NJCFS automatically purges any vendor, contract interpreters included, for whom there has been no payment activity during a period of approximately twelve consecutive months. Any contract interpreter who has been purged cannot be paid until a new W-9 form is submitted to the Language Services Section (LSS) and processed. For access to a payment inquiry system made available by the Office of Management and Budget in the Department of Treasury call 609-777-1707 or email [aaiunit@treas.state.nj.us](mailto:aaiunit@treas.state.nj.us).

#### c. New Jersey Division of Revenue

The contract interpreter is required by law to register as a business with the New Jersey Division of Revenue and continue to meet the New Jersey Division of Revenue reporting requirements. They may not be added to the *Registry* until that registration has been documented under the same tax identification number used on the W-9 form.

#### d. Change in Tax Identification Numbers

The contract interpreters who first registers under their Social Security Number (SSN) then chooses to incorporate and obtain a Tax Identification Number (TIN) must:

- i. Register the new entity as a business with the Division of Revenue under the new TIN.
- ii. File a new W-9 form with the LSS using the new TIN.
- iii. Submit a letter to LSS on the letterhead of the business indicating the change and both the old SSN and the new TIN.
- iv. Submit invoices with both the original SSN and the new TIN. NJCFS makes payments under the SSN and issues 1099 forms under the TIN.

## II. Fee Schedule (continued)

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### **Invoicing**

After the delivery of services for a particular assignment or set of assignments the contract interpreter agrees to either submit an invoice, or sign a State of New Jersey Payment Voucher (Vendor Invoice, form PV 6/93) which has been drawn up by either Judiciary personnel or the contract interpreter.

The contract interpreter agrees to seek payment from a given vicinage for all services to that vicinage on a weekly or biweekly basis when possible. The contract interpreter agrees to include on a single invoice or voucher all services rendered to a given vicinage for all assignments for up to two weeks. Furthermore, the contract interpreter understands that services rendered to two different vicinages may not be included on the same invoice or voucher.

The contract interpreter understands that interest on late payments will be based on the date on which the invoice is complete and accurate, not the date it was first submitted.

To ensure accurate and timely payments, the contract interpreter should provide all of the following information on the invoice or voucher:

- i. Contract Interpreter name, mailing address as indicated on W-9 form, and social security or tax identification number.
- ii. Name and address of Judiciary office receiving service.
- iii. Specific description of services rendered:
  - Interpreting - each of the following must be included for each case: language interpreted, case caption, number of events interpreted, name of the judiciary official in whose presence the services were delivered, related authorized expenses (e.g., mileage, etc.).
  - Translating - each of the following must be included for each document: title of each document translated, total amount of time spent completing the translation, language from which the document was translated, language into which the document was translated.
- iv. Invoice or voucher number and date.
- v. Total amount billed.
- vi. Any other information that the interpreter believes is important to help process the invoice.

### e. **Payment process steps**

The steps of the payment process are as follows:

- i. The contract interpreter submits an invoice or signs a voucher.
- ii. The VCIS or designee verifies and certifies that the work indicated was indeed completed and that all of the information on the invoice or voucher has been included and is accurate.

## II. Fee Schedule (continued)

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- iii. The VCIS or designee forwards the completed, signed, and approved invoice or voucher to the vicinage finance manager.
- iv. The vicinage finance manager enters the invoice or voucher electronically in the NJCFS and retains the paper copy of the voucher.
- v. The NJCFS cuts and mails the check from the Department of Treasury in Trenton.
- vi. Contract interpreters who are entitled to be paid for services to the State of New Jersey can have their checks directly deposited instead of mailed. Anyone who wishes to have checks automatically deposited can find the forms and instructions at [www.state.nj.us/treasury/omb/forms/index.shtml](http://www.state.nj.us/treasury/omb/forms/index.shtml) or call Treasury at 609-292-4786.

### 9. Monitoring payments:

The contract interpreter understands that the New Jersey Comprehensive Financial System (NJCFS) will combine up to five vouchers that have been submitted within a relatively close time frame and make payment by a single check. This means, for example, that if the contract interpreter submits invoices for services rendered to more than one vicinage during a particular time frame, the check generated in Trenton may be for all of those services. If a contract interpreter wishes to ensure that such checks include sufficient information to monitor payments, he or she may include in "G, Payee Reference," whatever information the contract interpreter needs to keep track of payments. The pay stub will include only the first thirty characters that the vendor places in this section for each voucher covered by the check.

The pay stub also includes a telephone number for each voucher covered by the check. Any time a contract interpreter has questions about a given check, he or she may call that number and someone in the vicinage finance unit will be able to provide assistance.

### 10. Interest on late payments:

The contract interpreter understands that interest is paid automatically and the amount is calculated and applied by the NJCFS when (a) the date on which the check is issued is greater than 60 days from the date an accurately and completely filled out invoice was received and (b) the amount of interest is over \$5.00. The contract interpreter need not ask for interest nor expect the VCIS to authorize same as this is handled automatically by the NJCFS and there are no exceptions. Such interest should not be reported on any payment voucher.

### 11. Cancellations:

The parties agree that the following cancellation policy shall be in effect for both on-site and telephone interpreting.

#### a. **When a contract interpreter cancels**

The contract interpreter agrees to advise the VCIS or designee at the earliest possible time when cancelling an assignment, via email, voicemail message, or phone call.

The contract interpreter waives the right to any compensation when cancelling an assignment, regardless of the reason for the cancellation. When previously arranged with a VCIS or designee, the contract interpreter may send a substitute registered contract interpreter to an

## II. Fee Schedule (continued)

assignment. The substitute must be a registered contract interpreter working as an individual and may not be an interpreter sent by an agency.

**b. When a VCIS or designee cancels**

If the VCIS or designee cancels an assignment, the VCIS or designee will determine if there are any unfulfilled interpreting needs within the vicinage. If there is no work for the contract interpreter, the VCIS or designee will cancel the assignment and pay the cancellation fees as shown below.

**c. Cancellation notice**

The contract interpreter is deemed advised of a cancellation when notice of the cancellation is left by email message or by voicemail at the "Daytime number" as listed in the *Registry*, not when the contract interpreter actually picks up the message.

**d. When a cancellation fee is owed**

Any cancellation fee owed by a vicinage will be paid regardless of whether the contract interpreter finds any replacement work, whether inside or outside the Judiciary, for that same period of time.

**e. Cancellation fees**

Cancellation fees will be paid according to the following schedule:

### Cancellations of Assignments/Contracts of Less Than Two Days

Cancellation Circumstance	Payment to Be Made
Interpreter contracted for on-site or telephone interpreting assignment advised of cancellation a minimum of 24 hours in advance, excluding weekends and holidays.	None
Interpreter contracted for on-site assignment advised of cancellation less than 24 hours in advance, excluding weekends and holidays, but before the interpreter could have reasonably been expected to leave for the assignment.	One-half of the fee to which the contract interpreter would have been entitled for the time contracted on the first day
Interpreter contracted for on-site assignment arrives at the courthouse without having been advised of the cancellation	Full amount of the fee for the first day  Mileage reimbursement to which the contract interpreter would be entitled, if any
Interpreter contracted for telephone interpreting when assignment is cancelled less than 24 hours in advance	Full fee for first thirty minutes

## II. Fee Schedule (continued)

### Cancellations of Assignments/Contracts of Two Days or Longer

Cancellation Circumstance	Payment To Be Made
Contract Interpreter advised of cancellation a minimum of 48 hours in advance, excluding weekends and holidays	None
Contract Interpreter advised of cancellation less than 48 hours in advance, excluding weekends and holidays, AND the interpreter does not arrive or arrives but should have known not to arrive	For an assignment of two to four days, full amount of the fee to which the contract interpreter would be entitled for one full day, but not for any of the succeeding days or any reimbursement for mileage  For an assignment of five or more days, the contract interpreter would be entitled to be paid for three days, but not for any succeeding days or any reimbursement for mileage.
Contract Interpreter has been scheduled for a trial but the start date has to be postponed one day and the interpreter is advised of the postponement less than 48 hours in advance, excluding weekends and holidays.	One-half of the fee to which the contract interpreter would have been entitled on that first day.
Contract Interpreter advised of cancellation while en route to, immediately upon arrival, or after starting to provide services but before the end of the last date originally contracted for (e.g., case continued due to no show, case settles, case concludes early, etc.)	<p><b>For an assignment of two to four days:</b></p> <ol style="list-style-type: none"> <li>1. Full amount of fee for the date for which the assignment/contract is canceled</li> <li>2. One-half of the fee to which the contract interpreter would be entitled for the next day</li> <li>3. Mileage reimbursement to which the contract interpreter would be entitled for each day traveled, if any</li> </ol> <p><b>For an assignment of five or more days:</b></p> <ol style="list-style-type: none"> <li>4. Three full days or the remainder of the contracted assignment, whichever is less</li> <li>5. Mileage reimbursement to which the contract interpreter would be entitled for each day traveled, if any</li> </ol>

### Cancellations Due to Emergency Closing

Emergency closing encompasses any courthouse closure, including closures caused by weather, security incidents, governmental shutdown, or similar cause beyond the control of the Judiciary.

Cancellation Circumstance	Payment to Be Made
Courthouse closed before start of business day and interpreter did not leave to get to the courthouse.	None
Courthouse closed before start of business day but interpreter leaves to get to courthouse and learns of the closing while en route or upon arrival and the contract interpreter could not have known not to come given the timing of when the closing was posted.	Whatever mileage, if any, to which the contract interpreter may ordinarily be entitled and one-half of the fee to which the interpreter would have been entitled for this day's assignment.
Courthouse closed after having opened.	Whatever compensation would have been entitled to on that date.

### III. Terms and Conditions

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#### 1. Rule 1:14 Code of Professional Conduct for Interpreter, Transliterators and Translators:

The contract interpreter will deliver all interpreting and translating services in a manner consistent with the Rule 1:14 *Code of Professional Conduct for Interpreters, Transliterators and Translators* and the *Standards for Delivering Interpreting Services in the New Jersey Judiciary (Directive #3-04)*. Telephone interpreting services will be delivered consistent with the *Operational Standards for Telephone Interpreting (Directive #14-01)*. Rule 1:14, Directives #3-04 and #14-01, and other policies are available on the Judiciary's website at <http://www.judiciary.state.nj.us/interpreters/policies.htm> or upon request from the VCIS or designee.

#### 2. PSSW Termination:

This PSSW may be terminated by either party at any time upon written notice. The Judiciary will be required to reimburse the contract interpreter only for services that have been completed prior to the termination date.

#### 3. Issuance of 1099 Forms:

The NJCFS issues 1099 forms each January only for those persons who have been paid \$600 or more for all services rendered to the State.

#### 4. Equipment:

The contract interpreter agrees to provide and use the tools necessary for performing interpreting duties, including simultaneous interpreting equipment, pads and writing instruments for note taking, and dictionaries.

The Judiciary may, but is not required to, loan simultaneous equipment to a contract interpreter. If equipment is loaned the contract interpreter agrees to secure that equipment at all times and return it to the appropriate office at the end of each period of service.

#### 5. Keeping Information in the *Registry* Current:

The *Registry* exists solely to meet the Judiciary's needs for interpreting and translating services. Therefore, *Registry* information needs to be kept up-to-date.

##### a. Changes of Name or Address or Addition of New Language

When a contract interpreter has a change of name or address or wishes to add a new language, he or she agrees to complete and submit the *Registry Profile / Change Form* to the LSS.

The contract interpreter understands that he or she will also need to fill out the Division of Revenue's "Request for Change of Registration Information" form and provide it to that agency.

##### b. Changes of Other Information in the *Registry*

When any other pertinent information (i.e., e-mail address, telephone, beeper, fax, cellular number, or availability) has changed for a contract interpreter, he or she agrees to fill out the pertinent section(s) of the *Registry Profile / Change Form* and submit it to the LSS, or advise the LSS of the changes by letter, fax, or e-mail.

### III. Terms and Conditions (continued)

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## Rate Sheet

**Rates in Effect for Court Year July 1, 2011 - June 30, 2012**

Interpreter Classification	Preparation Time (Hourly Prorated)	On-Site Interpreting			Telephone Interpreting	
		Half Day 3 ½ hours	Full Day 7 hours	Premium Time Exceeding 7 hrs (Hourly Prorated)	First 30 Minutes	Each Additional 15 Mins.
Approved: Master	\$34.68	\$199.86	\$343.20	\$57.12	\$46.92	\$23.97
Approved: Journeyman	\$26.52	\$157.11	\$274.03	\$45.90	\$41.31	\$20.91
Conditionally Approved	\$17.34	\$106.11	\$197.80	\$34.68	\$29.58	\$15.30